

## City of Greenville General Volunteer Service Agreement & Release

I,		
First Name	Middle Initial	Last Name

in consideration of being allowed to participate in the volunteer service of the City of Greenville ("City") do hereby agree that:

- 1. **Age of Majority and Commitment to Perform.** I am eighteen (18) years of age or older, or I am having a parent or guardian sign the consent and release provided below. I understand and agree to the volunteer duties that I have signed up for through the City of Greenville.
- 2. **Volunteer not Employee.** I understand and agree that my volunteer service is in no way an offer of or employment by the City and that I shall not receive, nor be entitled to receive, any compensation, reimbursement or remuneration for my participation in my volunteer service. Further I agree to release the City from any and all claims to compensation, reimbursement, or remuneration related to my volunteer service. I also understand and agree that at no time will I be considered or deemed to be an employee of the City, nor am I an agent for anything other than my assigned volunteer duty.
- 3. **Services Refused**. I understand and agree that the City may refuse to accept my volunteer service at any time, whether with justification or not, and at that point I must stop providing those services and stop holding myself out as a volunteer.
- 4. **Professional Conduct and Assigned Duties.** I agree to act appropriately and in a professional, courteous manner during my volunteer service. I will not misuse City funds, property or materials. I will not leave my volunteer position until a replacement volunteer arrives. I will not switch assignments with another volunteer unless directed to do so by the Volunteer Coordinator. I understand that the City's Volunteer Coordinator and/or designated staff have the discretion to move or re-assign volunteers, including me, as needed.
- 5. **Compliance With Safety Rules.** I agree that I will comply with all City safety rules and procedures. This includes instructions regarding COVID-19 mitigation procedures, which include social distancing (6 feet distance between individuals), wearing a cloth face covering (mask, bandana, scarf, gaiter, etc.), and maintaining frequent hand-washing/sanitizing.
- 6. **Age for Beer and Wine Service**. I understand that only volunteers twenty-one (21) years of age and older may volunteer as beer/wine servers at City sponsored events. I understand this server age requirement and acknowledge that I must be 21 years of age to sign up as a beer/wine server. If I am less than twenty-one (21), I will inform any person who asks me to sell or serve beer or wine that I am disqualified from doing so because of my age.
- 7. **Alcohol Consumption Prohibited**. I agree not to consume beer, wine, or alcoholic beverages during my shift or while wearing a volunteer event t-shirt. Any volunteer who appears to be under the influence of drugs or alcohol will be automatically turned away as a volunteer.

- 8. **Confidential Information**. I understand that during my volunteer service, I may have access to, or may observe, certain information that is proprietary to the City and I hereby agree not to disclose, discuss, or reveal any such information to parties outside of the City and to keep any City records or files, confidential. I also agree to keep any information about persons or businesses that I may observe confidential and not to disclose, discuss, or reveal any such information to anyone other than those involved in my volunteer service with me.
- 9. **Health Certification**. I certify that I am and in the case of parents or guardians of minor children, my child is in good health, has had no recent known or suspected exposure to a contagious disease, and has had no recent operation or serious illness that would interfere with his/her/my responsibilities as a City Volunteer.
- 10. **Insurance Not Provided by City**. I understand that as a City volunteer, I do not receive from the City of Greenville any medical or workers' compensation insurance which automatically covers me for injuries or death sustained while performing volunteer services. If I believe I need, or my child needs, such insurance, then I am solely responsible for maintaining such insurance on my own.
- 11. Acknowledgement and Assumption of Risk. I understand that volunteer service by nature is not without risk. The same elements that contribute to the unique character of volunteer service, such as exposing oneself to the natural elements, involve risks of accidental injury to volunteers, illness, or in extreme cases, permanent trauma or death. I herein acknowledge that I have read the statement on risks involved in this activity and knowingly and freely assume all such risks on behalf of myself or my child, both known and unknown, even if arising out of the negligence of the persons released from liability below. I assume full responsibility for my, or my child's, participation in volunteer service, and I willingly assume full responsibility for myself, or my child, for expenses, loss of personal property, bodily injury, and/or death arising out of, or in any way connected with, volunteer service.
- 12. Acknowledgement and Assumption of Risk Relating to COVID-19. Despite the COVID-19 mitigation efforts enacted, the City of Greenville cannot prevent volunteers from becoming exposed to or contracting the COVID-19 virus. It is not possible to prevent against the presence of the disease. Therefore, if you choose to volunteer you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.
  - ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. By volunteering at this event, I hereby choose to accept the risk of contracting or being exposed to COVID-19. Further, I acknowledge that I will not attend this event if I have knowingly been exposed to and/or are showing symptoms of COVID-19.
- 13. Release from Liability. IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE AS A VOLUNTEER, I AGREE TO RELEASE, AND HOLD HARMLESS THE CITY OF GREENVILLE, INCLUDING ITS OFFICIALS, EMPLOYEES AND AGENTS ("RELEASEES") FROM AND AGAINST ANY AND ALL LOSSES, EXPENSES, CLAIMS, ACTIONS, LIABILITIES AND JUDGMENTS (INCLUDING ATTORNEY FEES THROUGH THE APPELLATE LEVELS), WHICH I OR MY CHILD MAY SUSTAIN OR SUFFER AS A RESULT OF OR ARISING OUT OF MY OR MY CHILD'S PARTICIPATION IN THE VOLUNTEER SERVICE, WHETHER CAUSED BY THE NEGLIGENCE, ACTION, OR INACTION OF THE CITY OF GREENVILLE OR PERSONS ACTING ON ITS BEHALF OR OTHERWISE EXCEPT TO THE EXTENT THAT SUCH DAMAGE OR INJURY IS CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE RELEASEES, AND COVENANT NOT TO SUE OR TAKE ACTION AGAINST THE RELEASEES EXCEPT AS SET OUT HEREIN. I also agree that I shall be fully and solely responsible for any and all loss or damage that I or my child inflict upon any person or upon the City's and/or rented facilities during my participation in the volunteer service, and I will indemnify the

City for any loss it sustains as a consequence of my or my child's negligent or reckless acts or omissions.

- 14. **Release as Broad as Permitted by Law.** I understand that this release is intended to be as broad and inclusive as is permitted by the laws of the State of South Carolina.
- 15. **Understanding Acknowledged and Age Attested.** I acknowledge that I have fully informed myself (or my child) of the contents and meaning of this Volunteer Service Agreement & Release, understand that I have given up substantial legal rights by signing it, and I do voluntarily sign it of my own free will without inducement and as a condition of being allowed to participate in volunteer service. Further, by signing this agreement, I attest to the fact that I am eighteen (18) years of age or older, or that the additional signature is that of my parent or guardian.
- 16. Background criminal screens for volunteers (age 18 and over) in certain assignments may be required. Volunteers who do not agree to a background screen may be refused assignment.

In consideration of the right to participate in volunteer service, I agree to be bound by the foregoing, and authorize and consent to the release and disclosure of any and all information.			
Volunteer's Signature	Date		
<b>Emergency Contact</b>			
Canta Mana	D-1-4111		

Contact Telephone Number\_\_\_\_\_

## Endorsement, Agreement & Consent Parent/Legal Guardian of a Minor Volunteer

## Parent or Guardian:

I hereby endorse and agree on behalf of myself and my child to be bound by the terms and conditions of the Volunteer Service Agreement & Release. I acknowledge that I have fully informed myself (or my child) of the contents and meaning of the Volunteer Service Agreement & Release, including Paragraphs 11 and 12 regarding assumption of the risk and release from liability, understand that I and my child have given up substantial legal rights by signing it, and I do voluntarily sign it of my own free will without inducement and as a condition of my child being allowed to participate in volunteer service. I hereby authorize the City of Greenville to take any steps necessary to ensure my health and/or my child's health in case of an emergency during my volunteer service with the City. I understand that the City of Greenville is not responsible for any liability arising out of participation in their volunteer work. I also authorize the City of Greenville to use my name (and/or my child's name), photograph or image for public relations purposes related to the City of Greenville volunteer program.

Print Child's Name	
Print Parent or Legal Guardian's Name	
Signature of Parent or Legal Guardian	Date